

22

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2 SERLIN & WHITEFORD, LLP  
3 700 E Street  
4 Sacramento, CA 95814  
Telephone: (916) 446-0790  
Facsimile: (916) 446-0791  
Email: [mserlin@globelaw.com](mailto:mserlin@globelaw.com)

5 Attorneys for Creditor  
6 AG-SEEDS UNLIMITED

**SETTLEMENT AGREEMENT AND STIPULATION FOR PLAN TREATMENT**

This settlement agreement and stipulation for plan treatment ("Agreement") is made with respect to any and all claims existing between P&M Samra Land Investments, LLC ("Debtor"), the debtor and debtor-in-possession in the bankruptcy case *In re P&M Samra Land Investments, LLC* No. 15-29136 ("Bankruptcy Case"), and Ag-Seeds Unlimited ("Creditor").

Debtor and Creditor agree to settle claims as follows:

1. Allowed Claim. Creditor shall be deemed to have an allowed proof of claim in the Bankruptcy Case in the amount of \$170,000.00 ("Allowed Claim").

2. Stipulation for Judgment. Creditor, Debtor, and Debtor's principals/affiliates shall execute and deliver a stipulation for entry of judgment ("Stipulation") in the form attached hereto as Exhibit A and incorporated herein by this reference. Payments shall be made on the dates and in the amounts set forth in the attached Stipulation.

3. Disposition of Motions in Bankruptcy Case. Upon receipt of this Agreement signed by Debtors and its counsel and the fully executed stipulation for entry of judgment called for by Section 2 above, Creditor shall drop/dissmiss (a) its motions for contempt, (b) its opposition to confirmation of Debtor's Chapter 12 Plan, and (b) its motion for conversion for Chapter 7 in the Bankruptcy Case.

4. Bankruptcy Court Approval. This agreement shall be subject to Bankruptcy Court approval pursuant to Bankruptcy Rules 4001 and 9019. Debtor shall promptly seek such approval upon appropriate notice to creditors and parties in interest in the Bankruptcy Case.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

6. Amendment. The provisions of this Agreement may be modified at any time by agreement of the parties. Any such agreement hereafter made shall be ineffective to modify this Agreement in any respect unless in writing and signed by the parties against whom enforcement of the modification or discharge is sought.

7. Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall be valid unless in writing and signed by the party who is waiving such terms or provisions and no waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition.

8. Succession. Subject to the provisions otherwise contained in this Agreement, this Agreement shall inure to the benefit of and be binding on the heirs, successors and assigns of the respective parties hereto.

9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

10. California Law. This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of California.

11. Captions, Headings. Captions and headings used herein are for convenience only and shall have no effect on the terms and provisions of this Agreement.

12. Counterparts. This Agreement may be executed in separate counterparts, by facsimile or email if convenient, each of which shall be deemed an original but which together shall be construed as one and the same document for all purposes. Furthermore, any fax or email signature hereon shall be deemed an original signature for all purposes.

13. No Drafting Presumption. This Agreement was jointly negotiated and prepared and there shall be no presumptions based on drafting in the event of any dispute arising from or out of the terms of this Agreement.

14. Time of Essence. Time is of the essence with respect to each and every provision of this Agreement.

15. Survival of Covenants. The representations, warranties, and covenants of the parties hereto contained herein shall survive the consummation of the transactions contemplated hereby.

16. Power to Bind. Each person signing this Agreement on behalf of another represents and warrants that he has the requisite power and authority to bind such person to the terms and provisions of this Agreement.

17. No Third Party Beneficiaries. Except as expressly set forth herein, this Agreement is for the benefit solely of the parties hereto and there are no third party beneficiaries whatsoever, and nothing in this Agreement shall be construed as a waiver, release, or admission by or against any party not a party to this Agreement.

DATED: November 16, 2016

P&M SAMRA LAND INVESTMENTS, LLC

By: J. N. Samra

Title: For n. s.

X I hereby confirm all signs have  
SETTLEMENT AGREEMENT  
Authority from Marish Samra R. Noel Knight 158

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SacramentoOn NOV 28 2016 before me,

Date

personally appeared Manjot Samra

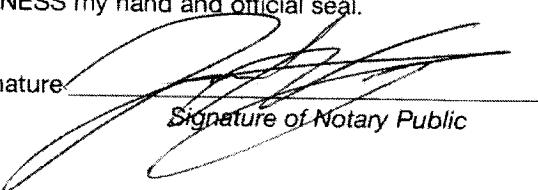
Here Insert Name and Title of the Officer

Name(s) of Signer(s)

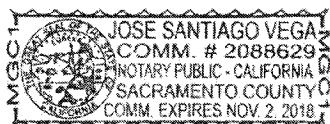
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: 

Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Superior court of the State of CA Case No 34-2014-0017  
 Document Date: \_\_\_\_\_ Number of Pages: 5 1252

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

DATED: November \_\_\_, 2016

AG-SEEDS UNLIMITED

By: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND CONTENT:

DATED: November \_\_\_, 2016

LAW OFFICES OF NOEL KNIGHT

By: \_\_\_\_\_

NOEL KNIGHT, Attorneys for Debtor  
P&M Samra Land Investments, LLC

DATED: November \_\_\_, 2016

SERLIN &amp; WHITEFORD, LLP

By: \_\_\_\_\_

MARK A. SERLIN, Attorneys for Creditor  
Ag-Seeds Unlimited

DATED: November 23, 2016

AG-SEEDS UNLIMITED

By: K. O. K.  
Title: CFO / Operations Manager

APPROVED AS TO FORM AND CONTENT:

DATED: November   , 2016

LAW OFFICES OF NOEL KNIGHT

By: \_\_\_\_\_  
NOEL KNIGHT, Attorneys for Debtor  
P&M Samra Land Investments, LLC

DATED: November 23, 2016

SERLIN &amp; WHITEFORD, LLP

By: \_\_\_\_\_  
MARK A. SERLIN, Attorneys for Creditor  
Ag-Seeds Unlimited

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTOOn 11/12/2016

Date

before me,

Sarah Tapple, notary public

Here Insert Name and Title of the Officer

personally appeared

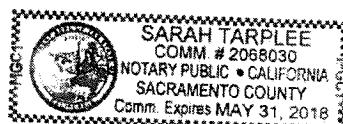
Kevin D. Smith

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

S. Tapple

Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

1 Mark A. Serlin, CSBN: 122155  
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4 Sacramento, CA 95814  
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Facsimile: (916) 446-0791  
Email: mserlin@globelaw.com

5 Attorneys for Plaintiff  
6 AG-SEEDS UNLIMITED

SUPERIOR COURT OF THE STATE CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO

11 AG-SEEDS UNLIMITED, ) CASE NO. 34-2014-00171252  
12 Plaintiff, ) Unlimited Civil  
13 )  
14 vs. ) **STIPULATION FOR ENTRY OF  
15 PAUL SAMRA, MANJIT SAMRA, )  
16 SUKHDEEP GILL, P&M SAMRA LAND )  
17 INVESTMENTS, LLC, STONE LAKE )  
18 FARM ENTERPRISES, INC., NKS )  
19 FARMS, INC., AND DOES 1-20, )  
INCLUSIVE, )  
Defendants. )**

21 This stipulation for entry of judgment (“Stipulation”) is entered into by and between  
22 plaintiff Ag-Seeds Unlimited (“Creditor”) and defendants P&M Samra Land Investments, LLC  
23 (“P&M”), Stone Lake Farm Enterprises, Inc., NKS Farms, Inc., Paul Samra, Manjit Samra, and  
24 Sukhdeep Gill (collectively, “Debtors”) as of November 18, 2016 as follows:

## RECITALS

26 A. Creditor sued Debtors herein for various tort claims.  
27 B. Creditor and Debtors wish to resolve their differences and therefore are entering  
28 into this Stipulation.

1                   NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable  
2 consideration, the receipt and sufficiency of which are hereby acknowledged, Creditor and Debtors  
3 hereby agree as follows:

4                   1.     Stipulation for Judgment.   Subject to the terms hereof, Creditor shall be entitled  
5 to obtain a judgment against Debtors, jointly and severally, in the principal amount of \$213,170.60  
6 plus attorneys' fees and costs of \$17,855.25 for a total of \$231,025.85 plus interest thereon at the  
7 rate of ten percent (10%) per annum from and after November 18, 2016, less any payments actually  
8 received as of the date of any default hereunder but not including any payments which became the  
9 subject of a preference recovery action under 11 U.S.C. §547, California Code of Civil Procedure  
10 §1800 et seq., and/or substantially similar statutes, rules, or case authority. Creditor shall dismiss  
11 Sukhdeep Gill from this action without prejudice and she shall be relieved of all obligations  
12 hereunder upon receipt of the initial payment due under section 2 below.

13                   2.     Payments.   Debtors shall make a payment to Creditor in the amount of \$20,000.00  
14 on or before January 31, 2017.   Debtors shall also make five (5) annual payments to Creditor of  
15 not less than \$30,000.00 each by December 15 of each year for five (5) consecutive years  
16 commencing in 2017.   Notwithstanding any contrary provision contained herein, full payment of  
17 the foregoing shall be made under this section 2 not later than December 15, 2022.

18                   3.     Payment Instructions.   The payments described herein shall be made payable to  
19 Ag-Seeds Unlimited and shall be sent to:

20                   Mark A. Serlin  
21                   SERLIN & WHITEFORD, LLP  
22                   700 E Street  
23                   Sacramento, CA 95814

24                   Debtors shall bear the risk of non-receipt.   Any payment dates described herein shall mean  
25 the date by which the payment is to be received.   There shall be no penalty for early payment in  
26 whole or in part the obligations of Debtors herein.

27                   //  
28                   //

1           4. Dismissal/Default. If Debtors fully and timely pay as set forth in section 2 above,  
2 then Creditor shall dismiss the within action with prejudice and provide a release of attachment.  
3 In the event that any payment required of Debtors hereunder is not fully and timely made, the  
4 provisions of this section 4 shall apply:

5           A) Creditor may obtain a judgment in the amount set forth in section 1 above  
6 upon ex parte application on five (5) business days' notice via fax/email to Debtors' counsel of  
7 record herein, during which time Debtors may cure the default. Such judgment shall have the  
8 same force and effect as if rendered after trial. The application for judgment need only be  
9 supported by a declaration by Creditor or its attorney that a default by Debtors hereunder has  
10 occurred and an accounting of all payments made, if any. Creditor may employ any and all means  
11 of enforcing such judgment, including but not limited to appointment of a receiver, which may be  
12 done on an ex parte basis, without bond. Such remedies may be pursued by Creditor concurrently  
13 or in any order as Creditor may deem fit in its sole and absolute discretion.

14           B) All expenses of actions taken to enforce such judgment following default  
15 hereunder, including but not limited to attorneys' fees and costs incurred by Creditor, shall be  
16 added to and collected pursuant to the judgment. Said expenses may be added to the judgment  
17 by way of supplemental cost bill(s).

18           5. Counterparts. This Stipulation may be executed in one or more counterparts,  
19 each of which shall be deemed an original, but all of which together shall constitute one and the  
20 same instrument. All signatures hereon must be notarized.

21           6. Security. As security for Debtors' obligations hereunder, P&M consents to an  
22 attachment lien on the real property located at 4604 Garden Highway, Nicolaus, California 95659  
23 (the "Property") in favor of Creditor. Debtors specifically shall stipulate to a right to attach order  
24 and order for issuance of writ of attachment in the form attached hereto as Exhibit A.  
25 Notwithstanding any contrary provision contained herein, upon the sale, transfer, encumbrance,  
26 mortgage, or pledge of the Property, or any part thereof, whether voluntarily or involuntarily, all  
27 sums due hereunder shall be immediately due and payable without notice or demand.

28           //

1       7. No Third Party Beneficiaries/Miscellaneous. This agreement is solely for the  
2 benefit of Debtors and Creditor, and there are no third party beneficiaries. Debtors specifically  
3 waive the right to modify, reduce, or appeal from any judgment entered pursuant to the terms  
4 hereof. Debtors specifically agree that in any bankruptcy or insolvency proceeding involving  
5 Debtors, or either of them, Creditor's claim in such proceeding shall be the amount set forth in  
6 section 1 above. This Stipulation is the full and final agreement between the parties and  
7 supersedes all other negotiations and agreements between Debtors and Creditor. No  
8 modification, alteration, or waiver of any of the terms of this Stipulation shall be valid unless in  
9 writing and signed by both Debtors and Creditor. This Stipulation represents an accord and  
10 satisfaction, and the terms hereof have been negotiated and shall be specifically enforceable as  
11 such. The parties hereto shall execute and deliver such other and further documents as may be  
12 necessary or helpful to consummate the transactions contemplated hereby. Each person signing  
13 this Stipulation on behalf of an entity represents and warrants that (s)he has the requisite power  
14 and authority to bind such entity to the terms and provisions of this Stipulation.

15        8.        No Filing Until Default.    This Stipulation shall not be filed absent a default by  
16        Debtors hereunder.

## 17 IT IS SO STIPULATED:

18 | DATED: November 23, 2016 AG-SEEDS UNLIMITED

By: K. B. A.  
Title: CEO/Operations Manager

22 DATED: November   , 2016 PAUL SAMRA, individually

24 DATED: November \_\_\_\_\_, 2016 MANJU SAMRA, individually

26 DATED: November \_\_\_\_, 2016 SIKHI DEEP CHALIKA

28 //

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT****CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of SACRAMENTOOn 11/23/2016

Date

before me, SARAH TAPPLER, notary public,  
personally appeared Kevin D. Smith

Here Insert Name and Title of the Officer

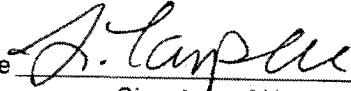
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

1       7. No Third Party Beneficiaries/Miscellaneous. This agreement is solely for the  
2 benefit of Debtors and Creditor, and there are no third party beneficiaries. Debtors specifically  
3 waive the right to modify, reduce, or appeal from any judgment entered pursuant to the terms  
4 hereof. Debtors specifically agree that in any bankruptcy or insolvency proceeding involving  
5 Debtors, or either of them, Creditor's claim in such proceeding shall be the amount set forth in  
6 section 1 above. This Stipulation is the full and final agreement between the parties and  
7 supersedes all other negotiations and agreements between Debtors and Creditor. No  
8 modification, alteration, or waiver of any of the terms of this Stipulation shall be valid unless in  
9 writing and signed by both Debtors and Creditor. This Stipulation represents an accord and  
10 satisfaction, and the terms hereof have been negotiated and shall be specifically enforceable as  
11 such. The parties hereto shall execute and deliver such other and further documents as may be  
12 necessary or helpful to consummate the transactions contemplated hereby. Each person signing  
13 this Stipulation on behalf of an entity represents and warrants that (s)he has the requisite power  
14 and authority to bind such entity to the terms and provisions of this Stipulation.

15        8.        No Filing Until Default.    This Stipulation shall not be filed absent a default by  
16        Debtors hereunder.

IT IS SO STIPULATED:

18 DATED: November 16, 2016 AG-SEEDS UNLIMITED

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

22 DATED: November , 2016

PAUL SAMRA, individually

24 DATED: November 28, 2016

MANJIT SAMRA, individually

26

MANJIT SAMRA, individually

26 DATED: November \_\_\_, 2016

26 DATED: November \_\_\_, 2016

**SUKHDEEP GILL, individually**

27

**SUKHDEEP GILL, individually**

28 //

1 DATED: November \_\_\_, 2016 P&M SAMRA LAND INVESTMENTS, LLC

2 By: \_\_\_\_\_

3 Title: \_\_\_\_\_

4 DATED: November \_\_\_, 2016 STONE LAKE FARM ENTERPRISES, INC.

5 By: \_\_\_\_\_

6 Title: \_\_\_\_\_

7 DATED: November \_\_\_, 2016 NKS FARMS, INC.

8 By: \_\_\_\_\_

9 Title: \_\_\_\_\_

10 APPROVED AS TO FORM:

11 DATED: November 23, 2016 SERLIN & WHITEFORD, LLP

12 By: \_\_\_\_\_

13 MARK A. SERLIN, Attorneys for Plaintiff  
14 AG-SEEDS UNLIMITED

15 DATED: November \_\_\_, 2016 LAW OFFICES OF NOEL KNIGHT

16 By: \_\_\_\_\_

17 NOEL KNIGHT, Attorneys for Defendants  
18 PAUL SAMRA, MANJIT SAMRA, P&M SAMRA  
19 LAND INVESTMENTS, LLC, STONE LAKE  
20 FARM ENTERPRISES, INC., NKS FARMS, INC.

21 DATED: November \_\_\_, 2016 CAMERON LAW OFFICE

22 By: \_\_\_\_\_

23 ROBERT S. CAMERON, Attorneys for Defendant  
24 SUKHDEEP GILL

25 26 27 28 S:\Active Files\AG-SEEDS\STEVE SAMRA FARMS\CONSPIRACY CASE\COURT DOCS\stip for entry of jnt.docx

1 DATED: November 28, 2016

2 *Manjit*

P&M SAMRA LAND INVESTMENTS, LLC

3 By: Manjit Samra

4 Title: \_\_\_\_\_

5 DATED: November 28, 2016

6 *Manjit*

STONE LAKE FARM ENTERPRISES, INC.

7 By: Manjit Samra

8 Title: \_\_\_\_\_

9 DATED: November       , 2016

10 NKS FARMS, INC.

11 By: Travis

12 Title: For Ag-Seed

13 APPROVED AS TO FORM:

14 DATED: November       , 2016

15 SERLIN & WHITEFORD, LLP

16 By:

17 MARK A. SERLIN, Attorneys for Plaintiff  
18 AG-SEEDS UNLIMITED

19 DATED: November 27, 2016

20 LAW OFFICES OF NOEL KNIGHT

21 By:

22 NOEL KNIGHT, Attorneys for Defendants  
23 PAUL SAMRA, MANJIT SAMRA, P&M SAMRA  
24 LAND INVESTMENTS, LLC, STONE LAKE  
25 FARM ENTERPRISES, INC., NKS FARMS, INC.

26 DATED: November       , 2016

27 CAMERON LAW OFFICE

28 By:

ROBERT S. CAMERON, Attorneys for Defendant  
SUKHDEEP GILL

8: Active File: AG-SEEDS v. STEVE SAMRA FARMS CONSPIRACY CASE/COURT DOCS/stip for entry of jmt.docx

STIPULATION FOR ENTRY OF JUDGMENT

5

Ag-Seed v. Samra, et al.  
Case No. 34-2014-00171252

\* All parties signing have  
full authority to do so on behalf of  
Debtors/Defendants

1 Mark A. Serlin, CSBN: 122155  
2 SERLIN & WHITEFORD, LLP  
3 700 E Street  
4 Sacramento, CA 95814  
Telephone: (916) 446-0790  
Facsimile: (916) 446-0791  
Email: [mserlin@globelaw.com](mailto:mserlin@globelaw.com)

5 Attorneys for Plaintiff  
AG-SEEDS UNLIMITED

SUPERIOR COURT OF THE STATE CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO

11 AG-SEEDS UNLIMITED, ) CASE NO. 34-2014-00171252  
12 Plaintiff, ) Unlimited Civil  
13 )  
14 vs. )  
15 PAUL SAMRA, MANJIT SAMRA, ) STIPULATION FOR ISSUANCE OF  
16 SUKHDEEP GILL, P&M SAMRA LAND ) RIGHT TO ATTACH ORDER AND  
17 INVESTMENTS, LLC, STONE LAKE ) ORDER FOR ISSUANCE OF WRIT OF  
18 FARM ENTERPRISES, INC., NKS ) ATTACHMENT  
19 FARMS, INC., AND DOES 1-20, )  
INCLUSIVE. )  
Defendants. )

21 This stipulation for issuance of a right to attach order and order for issuance of writ of  
22 attachment is entered into by and between plaintiff Ag-Seeds Unlimited (the "Creditor") and  
23 defendant P&M Samra Land Investments, LLC ("P&M"), acting by and through their counsel of  
24 record, as follows:

## RECITALS

26       A.     The parties hereto have entered into a stipulation for entry of judgment. In  
27 connection with that stipulation, the parties agreed to a stipulated right to attach order and order  
28 for issuance of attachment in favor of the Creditor against certain real property owned by P&M.

## **EXHIBIT A**

1 NOW THEREFORE, Creditor and P&M hereby agree as follows:

2       1. The Creditor may obtain a right to attach order and order for issuance of attachment  
3 in the form attached hereto as Exhibit 1 from the Court and may proceed to attach the real property  
4 commonly known as 4604 Garden Highway Road, Nicolaus, California 95659.

5 IT IS SO STIPULATED:

6 DATED: November 23, 2016

SERLIN & WHITEFORD, LLP

By

MARK A. SERLIN, Attorneys for Plaintiff  
AG-SEEDS UNLIMITED

DATED: November , 2016

## LAW OFFICES OF NOEL KNIGHT

By

NOEL KNIGHT, Attorneys for Defendant  
P&M SAMRA LAND INVESTMENTS,  
LLC

S:\Active Files\AG-SEEDS\STEVE SAMRA FARMS\CONSPIRACY CASE\COURT DOCS\stip for right to attach order.docx

1 NOW THEREFORE, Creditor and P&M hereby agree as follows:

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3 in the form attached hereto as Exhibit 1 from the Court and may proceed to attach the real property  
4 commonly known as 4604 Garden Highway Road, Nicolaus, California 95659.

## 5 IT IS SO STIPULATED:

6 DATED: November   , 2016

## SERLIN & WHITEFORD, LLP

By

---

MARK A. SERLIN, Attorneys for Plaintiff  
AG-SEEDS UNLIMITED

DATED: November , 2016

LAW OFFICES OF NOEL KNIGHT

By

NOEL KNIGHT, Attorneys for Defendant  
P&M SAMRA LAND INVESTMENTS,  
LLC

S:\Active Files\AG-SEEDS\STEVE SAMRA FARMS\CONSPIRACY CASE\DOC\stip for right to attach order.docx

AT-120

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Mark A. Serlin, CSBN: 122155 SERLIN & WHITEFORD, LLP 700 E Street Sacramento, CA 95814  TELEPHONE NO.: (916) 446-0790 FAX NO. (Optional): (916) 446-0790 E-MAIL ADDRESS (Optional): mserlin@globelaw.com ATTORNEY FOR (Name): Ag-Seeds Unlimited		FOR COURT USE ONLY
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF Sacramento</b> STREET ADDRESS: 720 Ninth Street MAILING ADDRESS: 720 Ninth Street CITY AND ZIP CODE: Sacramento, CA 95814 BRANCH NAME: Gordon D. Schaber Courthouse		
PLAINTIFF: Ag-Seeds Unlimited DEFENDANT: Paul Samra, et al.		
<input checked="" type="checkbox"/> <b>RIGHT TO ATTACH ORDER AND ORDER FOR ISSUANCE OF WRIT OF ATTACHMENT AFTER HEARING</b> <input type="checkbox"/> <b>ORDER FOR ISSUANCE OF ADDITIONAL WRIT OF ATTACHMENT AFTER HEARING</b>		CASE NUMBER: 34-2014-00171252

1. a. The application of plaintiff (name): Ag-Seeds Unlimited  
for  a right to attach order and order for issuance of writ of attachment  
 an order for issuance of additional writ of attachment  
against the property of defendant (name): P&M Samra Land Investments, LLC  
came on for hearing as follows: by stipulation  
(1) Judge (name):  
(2) Hearing date: Time:  Dept:  Div.:  Rm.:  
b. The following persons were present at the hearing:  
(1)  Plaintiff (name): (3)  Plaintiff's attorney (name):  
(2)  Defendant (name): (4)  Defendant's attorney (name):
2. THE COURT FINDS **FINDINGS**
  - a. Defendant (specify name): P&M Samra Land Investments, LLC is a  natural person  partnership  unincorporated association  corporation  other (specify): limited liability company
  - b. The claim upon which the application is based is one upon which an attachment may be issued.
  - c. Plaintiff has established the probable validity of the claim upon which the attachment is based.
  - d. The attachment is not sought for a purpose other than the recovery on the claim upon which the attachment is based.
  - e. The amount to be secured by the attachment is greater than zero.
  - f.  Defendant failed to prove that all the property described in plaintiff's application is exempt from attachment.
  - g.  The following property of defendant, described in plaintiff's application
    - (1)  is exempt from attachment (specify):
    - (2)  is not exempt from attachment (specify):
  - h.  The following property, not described in plaintiff's application, claimed by defendant to be exempt,  
(1)  is exempt from attachment (specify):  
(2)  is not exempt from attachment (specify):
  - i.  An undertaking in the amount of: \$ 10,000.00 is required before a writ shall issue, and plaintiff  has  has not filed an undertaking in that amount.
  - j. A Right to Attach Order was issued on (date): pursuant to
 

<input type="checkbox"/> Code of Civil Procedure section 484.090 (on hearing)	<input type="checkbox"/> Code of Civil Procedure section 485.220 (ex parte)
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  - k.  other (specify):

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SHORT TITLE: Ag-Seeds Unlimited v. Paul Samra, et al.	CASE NUMBER: 34-2014-00171252
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## ORDER

## 3. THE COURT ORDERS

a. Plaintiff has a right to attach property of defendant (name): P&M Samra Land Investments, LLC  
in the amount of: \$170,000.00

b.  The property described in items 2g(1) and 2h(1) of the findings is exempt and shall not be attached.

c. The clerk shall issue  a writ of attachment  an additional writ of attachment in the amount stated in item 3a  forthwith  upon the filing of an undertaking in the amount of: \$ 10,000.00

(1)  for any property of a defendant who is not a natural person for which a method of levy is provided\* limited to below described property.

(2)  for the property of a defendant who is a natural person that is subject to attachment under Code of Civil Procedure section 487.010 described as follows (specify):

\* Real property commonly known as 4604 Garden Highway, Nicolaus, California 95659

(3)  for the property covered by a bulk sales notice with respect to a bulk transfer by defendant or the proceeds of sale of such property, described as follows (specify):

(4)  for plaintiff's pro rata share of proceeds from an escrow in which defendant's liquor license is sold. The license number is (specify):

d.  Defendant shall transfer to the levying officer possession of

(1)  any documentary evidence in defendant's possession of title to any property described in item 3c;

(2)  any documentary evidence in defendant's possession of debt owed to defendant described in item 3c;

(3)  the following property in defendant's possession (specify):

**NOTICE TO DEFENDANT: FAILURE TO COMPLY WITH THIS ORDER MAY SUBJECT YOU TO ARREST AND PUNISHMENT FOR CONTEMPT OF COURT.**

e.  Other (specify):

f. Total number of boxes checked in item 3: 3

Date:

\_\_\_\_\_  
JUDICIAL OFFICER

SERLIN &  
WHITEFORD, LLP  
ATTORNEYS AT LAW

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Kevin P. Whiteford  
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October 12, 2017

Noel Knight  
LAW OFFICES OF NOEL KNIGHT  
800 J Street, Suite 441  
Sacramento, CA 95814

Re: Ag-Seeds Unlimited v. Paul Samra, et al.  
Sacramento County Superior Court Case No. 34-2014-00171252

Dear Mr. Knight:

This is a friendly reminder that the first annual payment of \$30,000.00 pursuant to the stipulation for entry of judgment entered into by the parties in this matter is due by December 15, 2017.

Very truly yours,

MARK A. SERLIN

MAS/ms

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**Mark Serlin**

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**From:** Mark Serlin <mserlin@globelaw.com>  
**Sent:** Monday, December 18, 2017 2:25 PM  
**To:** Noel Knight (lawknight@hotmail.com)  
**Subject:** Ag-Seeds v. Samra, et al.

The payment due on December 15, 2017 under the forbearance agreement and stipulation for judgment was not made. Your clients are thus in default under those agreements. We will apply for judgment unless the default is cured within 5 calendar days as per the stipulation. Nothing contained herein shall be construed as a waiver of any rights and remedies of my client under any of the agreements now in place.

Mark Serlin